

Referrals
7/2/19

**PLANNING AND
ECONOMIC
DEVELOPMENT
STANDING
COMMITTEE**

City of Detroit
CITY COUNCIL



CITY CLERK 2019 JUN 25 PM 5:03

HISTORIC DESIGNATION ADVISORY BOARD
218 Coleman A. Young Municipal Center, Detroit, Michigan 48226
Phone: 313.224.3487 Fax: 313.224.4336
e-mail: historic@detroitmi.gov

June 25, 2019

HONORABLE DETROIT CITY COUNCIL

**RE: SECONDARY STREET SIGN REQUEST IN HONOR OF BISHOP SAMUEL A. WILSON
(RECOMMEND DENIAL)**

On February 5, 2019, Petition #669 was submitted to the City Clerk's Office requesting that the intersection of E. Outer Drive and Gratiot Avenue be assigned the secondary street name Bishop Samuel A. Wilson.

The Historic Designation Advisory Board (HDAB) staff has reviewed the documentation submitted to the City Clerk's office by the petitioner for the establishment of a Secondary Street Sign. Upon review of the documentation submitted by the petitioner (see attachment) staff has determine that reasonable grounds has not been provided and therefore has concluded that the petition does not meet the criteria for **Secondary Naming of Street in accordance with Article VII Sections 50-7-31 through Sections 50-7-50 of the 1984 Detroit City Code. More specifically, out of the 376 signatures submitted, none were within 300 feet of the proposed intersection as required by the ordinance.**

Since February of 2019 the petitioner has been afforded the opportunity to submit additional signatures in order to meet the two-thirds signatures requirement as outlined in the ordinance, however, despite collecting approximately 186 signatures throughout the community and the City of Detroit, the petitioner was unable to obtain the required number of valid signatures within 300 linear feet of the proposed intersection.

While the application and documentation submit adequately speaks to the significant and positive contributions of Bishop Wilson and his 30 plus year history near the intersection of E. Outer Drive and Gratiot Avenue, there is no mechanism in the secondary street sign ordinance which would allow staff recommend approval without the valid number of signatures, nor an endorsement from a seated Councilmember.

Criteria

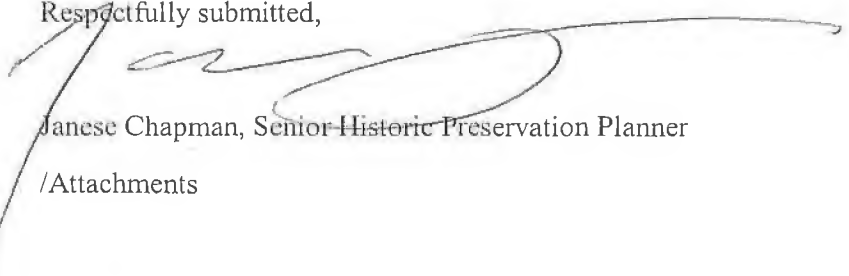
As stated in Chapter 50 of the 1984 Detroit City Code, *Streets, Sidewalks and Other Public Places, Article VII, Opening, Closing, Extending, Widening, Vacating, Naming and Renaming of Streets and Assigning Secondary Names to Streets*. A secondary street name designation may be sought to recognize a person who achieved prominence as a result of his or her significant, position, contributions to the City of Detroit, State of Michigan, the United States of America, or the international community.

1. Sites, buildings, structures where cultural, social, spiritual, economic, political, architectural history of the community, city, state or nation is particularly reflected or exemplified.

2. Sites, buildings, structures, which are identified with historic personages or with important events in the community, city, state or national history.

Staff is available to answer any questions and or concerns you may have.

Respectfully submitted,



Janese Chapman, Senior Historic Preservation Planner

/Attachments

(2 Resol)

City of Detroit
CITY COUNCIL

HISTORIC DESIGNATION ADVISORY BOARD

218 Coleman A. Young Municipal Center, Detroit, Michigan 48226

Phone: 313.224.3487 Fax: 313.224.4336

email: historic@detroitmi.gov

June 25, 2019

17

18

HONORABLE CITY COUNCIL

RE: Petition #900, requesting interim designation of the historic Blue Bird Inn, located at 5021 Tireman Avenue, Detroit MI 48204, and the appointment of *ad hoc* representatives in connection with this matter.

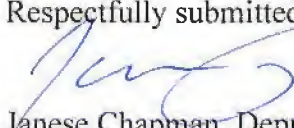
A request for interim designation of the historic Blue Bird Inn was referred to the Planning & Economic Development Standing Committee on March 19, 2019. The proposed Blue Bird Inn Historic District consists of the single building located at 5021 Tireman Avenue.

A provision in the local designation ordinance, Sec. 25-2-4(c), states, "Upon receipt of substantial evidence demonstrating definite ... significance in a proposed historic district, the city council may, at its discretion, adopt a resolution of interim historic designation, requiring that all applications for permits for work within the proposed historic district be referred to [Historic District] commission as provided for in section 25-2-18 et seq." Interim designation would require that, for a period of up to one year, the Historic District Commission would have the same powers as it would if the Blue Bird Inn were a designated local historic district.

Reasonable grounds for the study have been provided, and a resolution directing the Historic Designation Advisory Board to conduct a study is attached. Should Your Honorable Body adopt that resolution, you must appoint two persons to serve as *ad hoc* members of the Advisory Board in connection with the matter.

Staff has worked with the petitioners and identified two recommended *ad hoc* board members. A resolution appointing these *ad hoc* board members is attached. Staff is available to answer any questions you may have in regards to this proposed designation.

Respectfully submitted,


Janese Chapman, Deputy Director
Historic Designation Advisory Board

Attachment

cc: Maurice Cox, Director, PDD
 David Bell, Director, BSEED

CITY CLERK 2019 JUN 25 04:11:07

BY COUNCIL MEMBER _____:

1

WHEREAS, the City Council has received a petition for an interim study to designate the property located at 5021 Tireman Avenue (commonly known as the Blue Bird Inn) as a historic district; and

WHEREAS, the boundaries of the proposed district are as follows: on the north, the centerline of Tireman Avenue; on the east, the east line, as extended north and south, of lot 32 of the Beech Hurst William L. Holmes Subdivision, Liber 17, Page 40, Wayne County Records; on the south, the centerline of the east-west alley south of Tireman Avenue; and on the west, the west line, as extended north and south, of lot 32 of the Beech Hurst William L. Holmes Subdivision, Liber 17, Page 40, Wayne County Records; and

WHEREAS, the City Council is in receipt of evidence demonstrating definite historical and architectural value regarding the proposed historic district,

NOW, THEREFORE, BE IT RESOLVED, That the City Council here by directs the Historic Designation Advisory board to conduct an interim study committee to determine whether the Blue Bird Inn meets the criteria for historic designation and to issue appropriate reports in accordance with the Michigan Local Historic District Act and Chapter 25, Article II of the 1984 Detroit City Code.

BY COUNCIL MEMBER _____ :

2

WHEREAS, The City Council has adopted a resolution directing study of the proposed interim historic designation of the Blue Bird Inn, and

WHEREAS, The Historic District Ordinance (Chapter 25, Article II) requires the appointment of *ad hoc* members to the Historic Designation Advisory Board to represent the interests of property owners and those interested in the preservation of this historic resource,

NOW, THEREFORE, BE IT RESOLVED, That the City Council appoints Carleton Gholz, 5021 Tireman Avenue, Detroit MI 48204, and Gerald Underwood, 961 Greendale Avenue, Detroit MI 48203, as ad hoc members of the Historic Designation Advisory Board in connection with the study of the Blue Bird Inn as a proposed Historic District.



Housing and Revitalization
Department

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 908
Detroit, Michigan 48226

Phone: 313.224.6380
Fax: 313.224.1629
www.detroitmi.gov



06/25/2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

Re: Request for a Public Hearing to Establish an Obsolete Property Rehabilitation District on behalf of OPTIK in the area of 2220 Gratiot, Detroit, Michigan, in accordance with Public Act 146 of 2000 (Petition # 897).

Honorable City Council:

The Housing and Revitalization Department has reviewed the application of **OPTIK** and find that it satisfies the criteria set forth by P.A. 146 of 2000 and would be consistent with development and economic goals of the Master Plan.

Prior to acting upon a resolution to recommend approval, a public hearing must be held, and the City Clerk must provide written notice of the public hearing to the assessor and to the governing body of each taxing unit that levies an ad valorem tax within the eligible district, said notice is to be made **not less than 10 days or more than 30 days prior** to your Honorable Body's adoption of said resolution.

We request that a Public Hearing be scheduled on the issue of establishing an Obsolete Property Rehabilitation District. Attached for your consideration, please find a resolution establishing a date and time for the public hearing.

Respectfully submitted,

Donald Rencher
Director

DR/(AM)

cc: S. Washington, Mayor's Office
M. Cox, P&DD
D. Rencher, HRD
A. McLeod, HRD

CITY OF DETROIT - 2019 JUN 27 PM 4:05

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Caven West
Deputy City Clerk/Chief of Staff

DEPARTMENTAL REFERENCE COMMUNICATION

Wednesday, May 29, 2019

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

PLANNING AND DEVELOPMENT DEPARTMENT LEGISLATIVE POLICY DIVISION
LAW DEPARTMENT HOUSING AND REVITALIZATION

897 *Optik, request to Establish an Obsolete Property Rehabilitation District at 2220 Gratiot, Detroit, MI 48207*

- c) The general nature and extent of rehabilitation includes:
- Selective Demolition (complete interior, exterior wall removal for new entrance, dormers on second floor roof, etc.)
 - Concrete Work (removal of current paving and new parking area repaving, along with paving of two empty lots to the north)
 - Masonry (exterior tuckpointing, new entry ways into the building, etc.)
 - Structure Steel and Joists
 - Carpentry and Millwork
 - Roofing
 - Doors/Hardware and Glass/Glazing
 - Drywall
 - Tile/Wood Flooring
 - Painting and Wallcovering
 - Plumbing/HVAC/Electrical
- d) There will be no fixed building equipment.
- e) Time Schedule:
- a. Start Date: June 15, 2019
 - b. Completion Date: September, 2019
 - c. Opening Date: October 1, 2019
- f) Parcel ID Numbers and Legal Descriptions (attachment)
- a. 09001284 – 2220 Gratiot
 - b. 09001283 – 2228 Gratiot
 - c. 09001282 - 2234 Gratiot
 - d. 09001279-81

Paragraph #2

OPTIK is an eye care company offering eye exams and eye health care, frames and prescription lenses, non-prescription sunglasses, contact lenses and accessories for glasses and contact lenses. Their emphasis is on mid to high quality or luxury eyewear and meeting Medicare requirements to allow for availability to all demographics. Their pricing strategy is Medicare-dictated and optical insurance pricing, as well as non-insurance pricing based on manufacturers requirements (suggested retail) with competition lens pricing and competitive frames and lens packing pricing for low to mid-level non-insurance patients.

Detroit City Council
May 17, 2019
Page Four

The project will be renovated within the current footprint of the existing building. Demolition will include the complete interior, exterior wall removal for a new entrance, dormers on the second floor roof, etc. Site remediation is not expected. New machine/equipment would be as follows:

- Equipment/Instruments (new and used) - \$15,000 for minimum exam requirement to \$100,000 for extended instrumentation.
- Display/Storage Cabinets/Shelving/Table/Chairs - \$20,000
- Inventory - \$30,000
- First Year Start-Up Expenses - \$100,000 to \$120,000

Paragraph #4

The requested exemption period is for 12 years.

Paragraph #5

Economic advantages of the project to the City of Detroit would be:

- The introduction of an affordable optical practice in an area that is mostly poor and in need of such.
- The project will be an addition to the on-going development and planned development of the area, further providing incentive to new developers/companies thinking of returning/expanding into the City of Detroit.
- The addition of collected taxes from employees and sales at the site.

The taxes on the property are current.

Paragraph #6

OPTIK Birmingham draws many patients from Detroit and the metro Detroit area including Ann Arbor and Grosse Pointe, and OPTIK Detroit will draw on the established reputation of OPTIK Birmingham and will be very close to the Indian Village and West Village neighborhoods, and more accessible to eastern suburbs including Grosse Pointe.

OPTIK will be a panel provider on optical insurance. There are limited private offices in Detroit and, therefore, limited choices for VSP optical insurance patients (Detroit Police for one) and OPTIK Detroit will be accepting many optical insurances.

Please do not hesitate to contact the undersigned at (248) 417-6516 with any questions. I can also be reached via e-mail at jalestypes@yahoo.com.

ATTACHMENT A

Page 1

SITE MAP/LEGAL DESCRIPTIONS

SITE MAP



ATTACHMENT B

PAID RECEIPTS OF CURRENT TAXES

2220 GRATIOT
(PARCEL NUMBER 09001284)

2228 GRATIOT
(PARCEL NUMBER 09001283)

2234 GRATIOT
(PARCEL NUMBER 09001282)

2240 GRATIOT
(PARCEL NUMBER 09001279-81)

This site will be undergoing routine maintenance on Saturday, April 13th starting at 7:00AM EST lasting approximately 3 hours. The site will be unavailable during that time. We apologize in advance for any inconvenience this may cause.

2228 GRATIOT 48207 (Property Address)

Parcel Number: 09001283.



Item 1 of 4 2 Images / 2 Sketches

Property Owner: 2220 GRATIOT, LLC**Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1915
 - # of Buildings: 1
 - Total Sq.Ft.: 2,658
- > Assessed Value: \$7,500 / Taxable Value: \$6,636
- > Property Tax information found

Owner and Taxpayer Information**Owner**

2220 GRATIOT, LLC
2220,2228,2234 AND 2224
GRATIOT
DETROIT, MI 48207

Taxpayer

SEE OWNER INFORMATION

Legal Description

S GRATIOT W 20 FT S 1/4 20 FT 9 EXC GRATIOT AVE AS WD 6LK 37 PLAT OF PT PC 91 LT P283 PLATS, W C R 9/43 20.04 IRREG

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date **Tax History**

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due |
|------|--------|--------------|------------|------------|-----------|
| 2018 | Winter | \$62.90 | \$62.90 | 12/24/2018 | \$0.00 |
| 2018 | Summer | \$665.40 | \$665.40 | 12/24/2018 | \$0.00 |
| 2017 | Winter | \$61.63 | \$61.63 | 01/15/2018 | \$0.00 |
| 2017 | Summer | \$608.59 | \$608.59 | 08/10/2017 | \$0.00 |

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2019 BS&A Software, Inc.

This site will be undergoing routine maintenance on Saturday, April 13th starting at 7:00AM EST lasting approximately 3 hours. The site will be unavailable during that time. We apologize in advance for any inconvenience this may cause.

2240 GRATIOT 48207 (Property Address)

Parcel Number: 09001279-81



Item 1 of 1 1 Image / 0 Sketches

Property Owner: 2220 GRATIOT, LLC

Summary Information

> Assessed Value: \$7,800 | Taxable Value: \$6,798

> Property Tax information found

Owner and Taxpayer Information

Owner

2220 GRATIOT, LLC
2220,2228,2234 AND 2224
GRATIOT
DETROIT, MI 48207

Taxpayer

SEE OWNER INFORMATION

Legal Description

S GRATIOT 25&26 EXC GRATIOT AVE AS WD & EXC TRANAG PART OF LOT 26 BG W 17.02 FT ON S LINE & 27.63 FT ON W LINE BLK 24 SUB OF PT OF JAMES CAMPAU FARM L1 P17 PLATS, W C R 9/1 7 BLK 37 PLAT OF PT OF PC 91 L1 P283 PLATS, W C R 9/43 101 88 IRREG

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

Tax History

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due |
|------|--------|--------------|------------|------------|-----------|
| 2018 | Winter | \$64.42 | \$64.42 | 12/24/2018 | \$0.00 |
| 2018 | Summer | \$569.99 | \$569.99 | 12/24/2018 | \$0.00 |
| 2017 | Winter | \$63.13 | \$63.13 | 01/15/2018 | \$0.00 |
| 2017 | Summer | \$521.02 | \$521.02 | 08/10/2017 | \$0.00 |

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

Copyright © 2019 BS&A Software, Inc.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 . TTY: 711
(313) 224-1310
WWW.DETROITMI.GOV

TO: Ashley McLeod, Housing and Revitalization
FROM: Esther Yang, Planning and Development
RE: Master Plan Interpretation for **Obsolete Property District** (PA 146) at 2220 Gratiot
[Petition #897]
DATE: June 7, 2019
CC: Maurice Cox, Director, Planning and Development
Kevin Schronce, Central Region, Planning and Development

In order to ensure that the **creation** of an **Obsolete Property District** is in conformance with the City's Master Plan of Policies and will have the reasonable likelihood to increase commercial activity; create, retain or prevent a loss of employment; revitalize an urban area; or increase the number of residents in a community, pursuant to State of Michigan, Public Act 146 of 2000 (section 125.2788), the Planning and Development Department submits the following interpretation. The Petitioner of this project is Optik.

Location and Project Proposal: 2220 Gratiot; The project proposes to rehabilitate a one-story retail/warehouse building (approximately 0.30 acres) into a facility for eye exams and eye health care, including the sale of frames and prescription lenses, non-prescription sunglasses, contact lenses and accessories for glasses and contact lenses.

Master Plan Interpretation:

The subject site area is designated **Mixed Residential-Commercial (MRC)**. Mixed Residential-Commercial areas consist primarily of high density housing developed compatibly with commercial and/or institutional uses. This classification is well suited to areas proximal to existing centers of major commercial activity, major thoroughfares, transportation nodes, or gateways into the city.

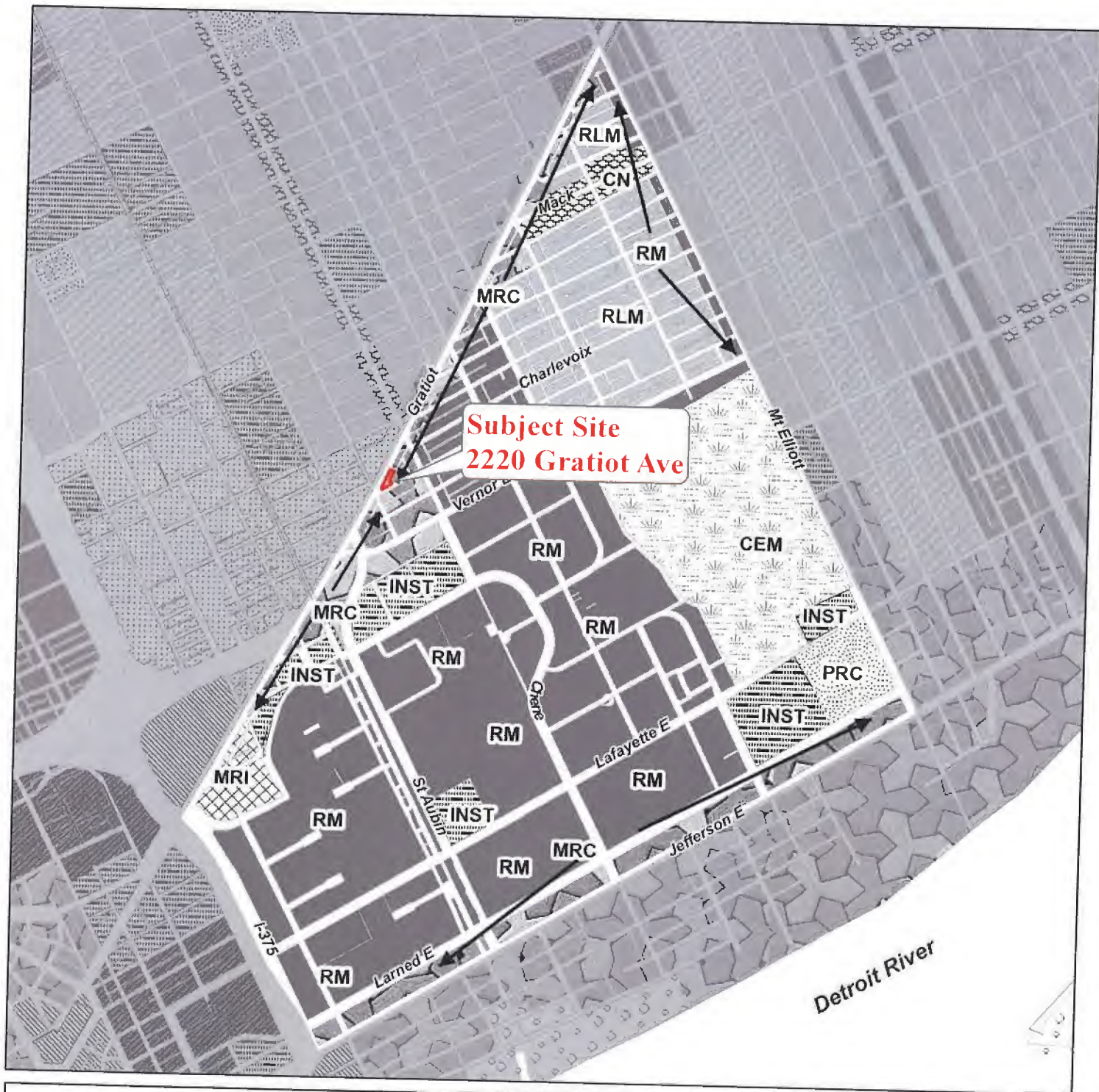
The following Master Plan goals and/or policies of the Lower East Central neighborhood describe the following recommendations to support/advise project:

- Policy 4.1: Encourage high-density mixed-use development to replace obsolete commercial properties along Gratiot
- Policy 5.2: Continue to support neighborhood-servicing retail uses for the residential area north of Jefferson
- Policy 6.1: Along Jefferson and Gratiot, incorporate streetscape, landscape and signage improvements leading into the Central Business District

The proposed development conforms to the Future General Land Use characteristics of the area.

Attachments

Future General Land Use Map: Neighborhood Cluster 4, Lower East Central; Map 4-4B



Map 4-4B

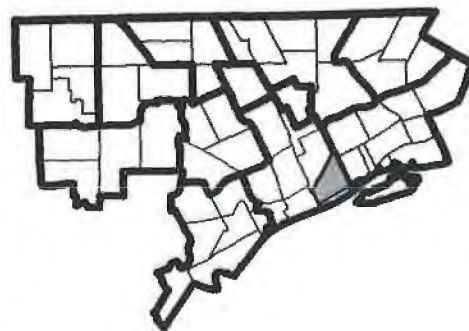
City of Detroit
Master Plan of
Policies

Neighborhood Cluster 4 Lower East Central



Future Land Use

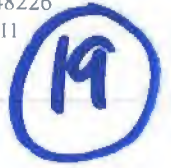
| | | |
|--|--|---------------------------|
| Low Density Residential (RL) | Thoroughfare Commercial (CT) | Mixed - Town Center (MTC) |
| Low / Medium Density Residential (RLM) | Special Commercial (CS) | Recreation (PRC) |
| Medium Density Residential (RM) | General Industrial (IG) | Regional Park (PR) |
| High Density Residential (RH) | Light Industrial (IL) | Private Marina (PRM) |
| Major Commercial (CM) | Distribution / Port Industrial (IDP) | Airport (AP) |
| Retail Center (CRC) | Mixed - Residential / Commercial (MRC) | Cemetery (CEM) |
| Neighborhood Commercial (CN) | Mixed - Residential / Industrial (MRI) | Institutional (INST) |





CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 824
DETROIT, MICHIGAN 48226
(313) 224-3011 • TTY: 711
(313) 224-9400
WWW.DETROITMI.GOV



June 18, 2019

Maurice Cox, Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: **Obsolete Property Rehabilitation District – OPTIK**
Address: 2220, 2234, 2238 and 2240 Gratiot
Parcel Numbers: 09001284., 09001283., 09001282. and 09001279-81

Dear Mr. Cox:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the proposed Obsolete Property Rehabilitation District located at **2220, 2234, 2238 and 2240 Gratiot** in the **McDougall Hunt** neighborhood in the City of Detroit. **OPTIK** has the same members as the owner of the property 2220 Gratiot LLC.

The rationale for creating Obsolete Property Rehabilitation Districts under PA 146 of 2000, as amended, is based on the anticipation of increased market value upon completion of new construction and /or significant rehabilitation of existing commercial property and commercial housing property. Normal repair and maintenance are not assessed and do not necessarily generate additional market value.

OPTIK intends to rehabilitate the building into an optical related retail business including examination rooms, tech testing room, contact lenses area and frame adjustment area with 400 to 500 square feet dedicated to storage. The one-story building at 2220 Gratiot is currently vacant and consists of 2,140 square feet of retail building area, built in 1915 and situated on .058 acres of land. The two-story building at 2228 Gratiot is currently vacant and consists of 2,685 square feet of mixed-use building area, built in 1915 and situated on .031 acres of land. The remaining land has a total of .211 acres of vacant land and gravel parking. Rehabilitation will include complete interior demolition, exterior wall removal for a new entrance, demolition of dormers on the second floor and reconfiguration of the floor plan.

This property meets the criteria set forth under PA 146 of 2000, as amended. It applies to blighted, functionally obsolete and contaminated properties. "Rehabilitation," meaning that changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. Rehabilitation also includes major renovation and modification including, but not necessarily limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to 1 or 2 stories, adding additional stories to a facility or adding additional space on the same floor level not to exceed 100% of the existing floor space on that floor level, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the obsolete property to an economically efficient condition.

A field investigation indicated that the proposed Obsolete Property Rehabilitation District located at **2220, 2234, 2238, 2240 Gratiot** is eligible as it pertains to the Obsolete Property Rehabilitation Act under P.A. 146 of 2000, as amended.

Sincerely,


Charles Ericson, MMAO
Assessor, Board of Assessors

mmp

David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Senior City Planner
Janese Chapman
Deputy Director

John Alexander
LaKisha Barclift, Esq.
M. Rory Bolger, Ph.D., AICP
Elizabeth Cabot, Esq.
Tasha Cowen
Richard Drumb
George Etheridge
Deborah Goldstein

City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336


Christopher Guleck, AICP
Derrick Headd
Marcel Hurt, Esq.
Kimani Jeffrey
Anne Marie Langan
Jamie Murphy
Carolyn Nelson
Kim Newby
Analine Powers, Ph.D.
Jennifer Reinhardt
Sabrina Shockley
Thomas Stephens, Esq.
David Teeter
Theresa Thomas
Kathryn Lynch Underwood
Ashley A. Wilson

TO: COUNCIL MEMBERS
FROM: David Whitaker, Director
Legislative Policy Division Staff
DATE: June 25, 2019
RE: Sanctuary City

In today's formal session, Council member Ayers requested that the Legislative Policy Division confirm if the Detroit City Council passed a resolution which designated the city of Detroit as a "Sanctuary City." Upon our research, we found several resolutions which referenced Detroit as a "Welcoming City."

Regarding the definition of the two defining terms, Sanctuary and Welcoming Cities, the news publication the Orange County Daily¹ defines the distinction between Welcoming and Sanctuary cities as one of semantics, stating: "...the difference between Welcoming and Sanctuary city status is more semantic than substantive. The former doesn't carry the polarizing branding of the latter, but the outcomes are substantially the same."² The Washington DC. ACLU, concurs with this position, indicating online, "The terms "Welcoming Cities" and "Sanctuary Cities" are often used interchangeably, and there is no exact legal meaning or definition for either. Generally, they are both understood to be cities that do not ask people about immigration status, particularly in law enforcement activities or in providing services, and decline to engage efforts in to enforce immigration law, which is the federal government's responsibility."³ Therefore, there is no real distinction between Sanctuary or Welcoming Cities.

¹ The Welcoming America website used to have a page explaining the difference between Welcoming and Sanctuary city status. It's no longer publicly accessible but there is a cached version available from November 22, 2016. Judging by Welcoming Cities own description, the difference between Welcoming and Sanctuary city status is more semantic than substantive. The former doesn't carry the polarizing branding of the latter, but the outcomes are substantially the same.

² Anaheim: "Welcoming" Or Sanctuary City? A Distinction Without A Difference
<http://www.ocdaily.net/pg/anaheim-welcoming-or-sanctuary-city-a-distinction-without-a-difference/>

³ ACLU Washington Freedom Cities FAQ <https://www.aclu-wa.org/pages/freedom-cities-faq>

However, on several occasions, the Detroit City Council has reaffirmed its commitment as a “Welcoming City,” by stating its opposition to State legislation which would undermine the City’s relationship with local law enforcement, which fostered a welcoming environment for immigrants. In addition, Council reaffirmed its commitment to the City’s 2007 Ordinance, which banned any bias based policing and the solicitation of immigration status.

Please contact us if we can be of any further assistance.

Attachments

Resolution Affirming Detroit as a Welcoming City, July 28, 2014

A Resolution in Support of Sanctuary Cities, JCC July 28, 2015

Amendment of Proposed Ordinance –Biased Based Policies and Solicitation of Immigrations Status, JCC April 2007

**Resolution from Council Member Castañeda-López and Council Member
André Spivey Affirming Detroit as a Welcoming City**

WHEREAS, the City of Detroit believes in the innate dignity of all its residents and recognizes the importance of their valuable contributions to the social, religious, cultural, and economic life within the city. The City of Detroit acknowledges, honors, and values our immigrant and migrant roots, and embraces the values of family, faith, and hard work; and

WHEREAS, the City of Detroit has long been home to immigrants from around the world, who come seeking opportunity, stability, prosperity, and a better life for their families. The City of Detroit is home to many immigrants who come from regions such as the Caribbean, the Middle East, South and Central America, Africa, Europe, and Asia. The City's diverse communities consist of first and second generation immigrants as well as African-Americans who have historically migrated from the southern United States; and

WHEREAS, the Welcoming Detroit initiative aims to build cooperation, respect, and compassion among all in our city, including immigrants and non-immigrants alike; endeavors to create an atmosphere in which immigrants and refugees have increased opportunities to integrate into the social fabric of their adopted hometowns; and seeks to embrace diversity while supporting and retaining unique cultural identities; and

WHEREAS, the City of Detroit has long been recognized as a hospitable and welcoming place, where people, families, and institutions thrive and the contributions of all are celebrated and valued. Residents of the City of Detroit have long accepted newcomers as their equals, and have treated them with decency and respect, creating a vibrant community for all to live in; and

WHEREAS, the City of Detroit is committed to building a diverse, inclusive, and global city and will continue to provide a neighborly and welcoming atmosphere, where all are respected and accepted. **NOW THEREFORE BE IT**

RESOLVED, by the Detroit City Council, on July 28, 2014 that the City of Detroit is affirmed as a place where all foreign-born and native-born Americans can live, work, and play together, share in each other's customs and ideals, and appreciate and promote cultural diversity.



Provided, That petitioner has an inspection of electrical work prior to opening the facility to the public, and further

Provided, That the required permits be secured should any tents or temporary installations such as Liquefied Petroleum Gas Systems be used, and further

Provided, That if tents are to be used, the petitioner shall comply with all sections of Fire Marshal Division Memorandum #3.2 regarding "Use of Tents for Public Assembly," and further

Provided, That said activity is conducted under the rules and regulations of the concerned departments, and the supervision of the Police Department, and further

Provided, That such permission is granted with the distinct understanding that petitioners assume full responsibility for any and all claims, damages or expenses that may arise by reason of the granting of said petition, and further

Provided, That site be returned to its original condition at the termination of its use, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members Ayers, Benson, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 25), per motions before adjournment.

A Resolution in Support of Sanctuary Cities

By Council Member Castaneda-Lopez:

Whereas, A Welcoming City is an inclusive environment that provides opportunities for all to participate socially, civically and economically in order to contribute to the vibrancy of the city; and

Whereas, In 2007, the City of Detroit passed an anti-profiling ordinance that prohibits the police department from requesting a person's immigration status or requesting the immigration status of a crime victim or witness; and

Whereas, This ordinance ensures that immigrants feel safe reporting crimes, testifying as witnesses, and interacting with local law enforcement, thus building trust and providing access to police protection in order to enhance public safety; and

Whereas, Creating a safe and welcoming environment is integral to improving the lives of all new, existent, and future immigrant communities in Detroit; and

Whereas, Local ordinances such as this are a step toward comprehensive immigration reform at the national level:

Now, Therefore Be It

Resolved, That the City of Detroit, as a Welcoming City, opposes any legislation that seeks to undermine the relationship between the community and local law

enforcement and remains committed to creating a welcoming environment for all:

Now, Therefore Be It Further

Resolved, That the City of Detroit reaffirms its commitment to the 2007 legislation against bias-based policing and solicitation of immigration status.

Adopted as follows:

Yeas — Council Members Ayers, Benson, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Council Member Tate left his seat.

RESOLUTION

By Council Member Spivey:

Whereas, Royal Kabob has generously offered to provide lunch to the Detroit City Council the City Clerk, the Legislative Policy Division, and other essential staff on Tuesday, July 28, 2015, in anticipation of a full day meeting as Council completes its legislative calendar:

Now, Therefore Be It

Resolved, That the Detroit City Council hereby accepts the gracious donation from Royal Kabob.

Adopted as follows:

Yeas — Council Members Ayers, Benson, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Spivey, and President Jones — 8.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 26), per motions before adjournment.

RESOLUTION

In Support of Detroit Minority Businesses and Entrepreneurs

By Council Member Sheffield:

Whereas, The City of Detroit is currently undergoing a positive transformative process particularly in the downtown Central Business District and in various business districts throughout the city infusing much needed life and vitality into the city and business communities; and

Whereas, Small businesses play a vital role in the makeup of our local economy and have the ability to respond and adapt quickly to changing economic climates. Additionally, they stimulate economic growth by providing employment opportunities to individuals who might not have access to employment in large corporations; and

Whereas, While growth and development of new businesses are welcomed and much sought after, it is important to recognize that the businesses that have weathered turbulent times and stayed within the city should not be forgotten and pushed out in the current renaissance of Detroit, and

Whereas, Specifically, it is critical that the City of Detroit support long-standing minority owned and operated small busi-

April 25

926

2007

By Council Member Watson:

Resolved, that, in accordance with the above communication the Finance Director is hereby authorized to increase the amount of Contract Purchase Order #2663428 from \$509,300 to \$549,300 for Superstructure replacement and deck replacement etc. at various structure over Hwy. I-96 and honor vouchers when presented in accordance with this resolution.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Keryatta, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 8.

Nays — None

Law Department

April 20, 2007

Honorable City Council:

Re: Proposed Ordinance to Amend Chapter 27 of the 1984 Detroit City Code, *Human Rights*, by adding Article IX, *Bias-Based Policing and Solicitation of Immigration Status*.

The above-referenced proposed ordinance was requested by your Honorable Body, through Council President Kenneth V. Cockrel, Jr. The Law Department worked with the President and his staff, the Police Department, and Council Research and Analysis Division to draft the proposed ordinance, which has been approved as to form.

Pursuant to the applicable provisions of the 1997 Detroit City Charter, the above-referenced proposed ordinance is being submitted to your Honorable Body for consideration. The proposed ordinance will amend Chapter 27 of the 1984 Detroit City Code, by adding Article IX, to provide a statement of purpose; to define the terms 'blight violation', 'City', 'civil infraction', 'criminal offense', 'person', 'police officer', and 'public servant'; to prohibit differential treatment of individuals in the context of rendering police services or taking police action on the basis of appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation; to prohibit solicitation of information on immigration status and to provide exceptions thereto; to provide for the implementation of the article; and to provide for penalties for violation of the article.

We are available to answer any questions that you may have concerning this proposed ordinance. Thank you for your consideration.

Respectfully submitted,

BRENDA E. BRACEFUL

Deputy Corporation Counsel

By Council Member Watson on behalf of K. Cockrel, Jr.:

AN ORDINANCE to amend Chapter 27 of the 1984 Detroit City Code, *Human Rights*, by adding Article IX, *Bias-Based Policing and Solicitation of*

***Immigration Status*, which shall consist of Sections 27-9-1 through 27-9-7, to provide a statement of purpose, to define the terms 'blight violation', 'City', 'civil infraction', 'criminal offense', 'person', 'police officer', and 'public servant'; to prohibit differential treatment of individuals in the context of rendering police services or taking police action on the basis of appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation; to prohibit solicitation of information on immigration status and to provide exceptions thereto; to provide for the implementation of this article; and to provide for penalties for violation of the article.**

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 27 of the 1984 Detroit City Code *Human Rights*, be amended by adding Article IX, *Bias-Based Policing and Solicitation of Immigration Status*, which shall consist of Sections 27-9-1 through 27-9-7, to read as follows:

CHAPTER 27. HUMAN RIGHTS

ARTICLE IX. BIAS-BASED

POLICING AND SOLICITATION OF IMMIGRATION STATUS

Sec. 27-9-1. Statement of Purpose.

It is the policy of the City of Detroit to respect the rights of, and provide equal services to, all persons regardless of appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation; to ensure the enforcement of rights under the United States Constitution, including due process and equal protection; to promote community safety; to encourage victims of crime and witnesses to cooperate with law enforcement authority without regard to immigration status; to prevent bias-based policing; and to promote acceptance. In order to permit members of immigrant communities to access services that are provided by the City of Detroit government to which they are entitled, and to ensure that City public servants are acting consistent with federal law regarding local governments cooperating with federal immigration authorities, the City of Detroit enacts this article as an effective way to guide City public servants in adhering to rights under the United States Constitution, including due process and equal protection, and under federal law while protecting the safety and health of all members of the Detroit community.

Sec. 27-9-2. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

April 25

927

2007

Blight violation means any unlawful act, or any omission or failure to act, which is designated by this Code as a blight violation pursuant to Section 41(2) of the Michigan Home Rule Cities Act, being MCL 117.41(2).

City means the City of Detroit.

Civil infraction means an act or omission that is prohibited by this Code, which is not a crime as defined in Section 5 of the Michigan Penal Code, being MCL 750.5 and for which civil sanctions may be ordered.

Criminal offense means a felony or misdemeanor as set forth in federal or state law or City ordinance, but does not mean a blight violation or civil infraction.

Person means any individual including, but not be limited to, victims and witnesses of crimes.

Police officer means a sworn member of the Detroit Police Department.

Public servant means the Mayor, members of the City Council, the City Clerk, any member of any City agency, board, commission, or other voting body that is established by the 1997 Detroit City Charter or by this Code, and any appointee, any employee, or any individual who provides services to the City of Detroit within or outside of its offices or facilities pursuant to a personal services contract.

Sec. 27-9-3. Bias-based policing by public servants, who are police officers, on the basis of appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation prohibited; exception.

A public servant, who is a police officer, shall not exercise differential treatment of individuals in rendering police services based on a person's appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation. A public servant, who is a police officer, shall not base reasonable suspicion for an investigative detention, probable cause for an arrest, or any other police action, on a person's appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation. A public servant, who is a police officer, may take into account the reported appearance, ethnicity, immigration status, manner of dress, national origin, physical characteristics, race, religious beliefs, or sexual orientation for the purpose of identifying a described individual.

Sec. 27-9-4. Solicitation of immigration status by public servants, who are police officer, prohibited; exceptions.

(a) A public servant, who is a police officer,

(1) Shall not solicit information concern-

ing immigration status for the purpose of ascertaining a person's compliance with federal immigration law; or

(2) Shall not solicit information concerning immigration status from a person who is seeking police services, or is a victim, or is a witness.

(b) Notwithstanding the prohibitions set forth in Subsection (a) of this section, public servants, who are police officers, are expressly permitted to engage in the following activities, which shall not constitute a violation of this article:

(1) Solicitation of information concerning immigration status when performing public safety functions while assisting federal law enforcement in the investigation of a criminal offense; or

(2) Solicitation of information concerning immigration status from the subject of an investigation only when relevant to the investigation or prosecution of a criminal offense, or when processing an arrested person.

Sec. 27-9-5. Solicitation of immigration status by public servants prohibited; exceptions.

(a) A public servant is prohibited from inquiring into the immigration status of any person, or engaging in activities designed to ascertain the immigration status of any person, while acting within the scope of his or her authority, or employment, as a public servant.

(b) Notwithstanding the prohibitions set forth in Subsection (a) of this section, public servants are expressly permitted to engage in the following activities, which shall not constitute a violation of this article:

(1) Solicitation of information concerning immigration status where specifically required by any federal, state, or City law or program as a condition of eligibility for the service sought; or

(2) Solicitation of information concerning immigration status for the purpose of completing I-9 Forms, and, when relevant, in making hiring and payroll withholding decisions, including, but not limited to, completing I-9 Forms, questioning a person to complete the I-9 Form, obtaining documents that support the I-9 Form, and allowing federal authorities to audit an I-9 Form in accordance with law; or

(3) Solicitation of information concerning immigration status for a subpoena issued in a criminal proceeding, civil litigation, or an administrative proceeding for the production of City documents or for testimony of a public servant, including where related to immigration issues or other security issues; or

(4) Solicitation of information concerning immigration status by a public servant, who is a police officer, as set forth in Section 27-9-4 of this Code.

Sec. 27-9-6. Implementation of article.

This article shall be implemented by the Human Resources Department through

April 25

928

2007

ongoing training and educational programs to inform public servants regarding its prohibitions and requirements.

Sec. 27-9-7. Violations and penalties.

Where a public servant is alleged to have violated this article, the matter shall be referred, as appropriate, to the City Council in accordance with Section 2-107(2) of the 1997 Detroit City Charter, or to the department director or agency head, for review, investigation, and disposition. Any disciplinary action shall be carried out in accordance with the provisions of the 1997 Detroit City Charter and other laws, city personnel rules, civil service rules, union contracts, or other departmental or agency rules and regulations.

Secs. 27-9-8 — 27-9-10. Reserved.

Section 2. This ordinance is hereby declared necessary to preserve the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 3. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 4. This ordinance shall become effective sixty (60) days after enactment in accordance with Section 4-115 of the 1997 Detroit City Charter.

Approved as to form:

BRENDA E. BRACEFUL

Deputy Corporation Counsel

Read twice by title, ordered printed and laid on table.

RESOLUTION SETTING HEARING
By Council Member Watson on behalf of
Council President K. Cockrel, Jr.:

RESOLVED, That a public hearing will be held by this body in the Committee Room, 13th Floor of the Coleman A. Young Municipal Center, on MAY 4, 2007 at 9:45 A.M. for the purpose of considering the advisability of adopting the foregoing proposed ordinance to amend Chapter 27 of the 1984 Detroit City Code, *Human Rights*, by adding Article IX, *Bias-Based Policing and Solicitation of Immigration Status*, which shall consist of Sections 27-9-1 through 27-9-7, to provide a statement of purpose, to define the terms 'blight violation', 'City', 'civil infraction', 'criminal offense', . . . to prevent differential treatment of individuals in the context of rendering police services or taking police action on the basis of appearance, ethnicity, immigration status, manner of dress, etc.

All interested persons are invited to be present to be heard as to their views. Persons making oral presentations are encouraged to submit written copies to the City Clerk's office, for the record.

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 8.

Nays — None.

Law Department

March 26, 2007

Honorable City Council:

Re: Diane Marshall vs. City of Detroit and Mark A. Jones, Case No. 05-533471 NO, File No. A20000.002438 (KAC).

We have reviewed the above-captioned lawsuit, the facts and particulars of which are set forth in a confidential memorandum that is being separately hand-delivered to each member of your Honorable Body. From this review, it is our considered opinion that the City should agree to the entry of an Order of Dismissal and enter into an Agreement to Arbitrate on the terms and conditions set forth in the following resolution.

We, therefore, request authorization to agree to entry of an Order of Dismissal and to enter into an Agreement to Arbitrate on the terms and conditions set forth in the following resolution and, upon certification by the Law Department that the arbitrators have announced a decision requiring the City to pay a designated sum to the Diane Marshall, that your Honorable Body direct the Finance Director to issue a draft payable to Robert S. Drazin & Associates, P.L.L.C., her attorneys, and Diane Marshall, in the amount the City is to pay the Diane Marshall pursuant to the arbitrators' decision, but said draft shall not exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00).

Respectfully submitted,

KRYSTAL A. CRITTENDON

Assistant Corporation Counsel

Approved:

JOHN E. JOHNSON, JR.

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

By Council Member Watson:

Resolved, That:

The Law Department is authorized to agree to entry of an Order of Dismissal and to enter into an Agreement to Arbitrate in the case of Diane Marshall vs. City of Detroit and Mark A. Jones, Wayne County Circuit Court Case No. 05-533471 NO, on the following terms and conditions:

A. 1. The parties shall submit to arbitration all matter in controversy raised in the above-named lawsuit.

2. Plaintiff shall recover a minimum amount of Twenty-Five Thousand Dollars (\$25,000.00).

3. The maximum amount of any award to the Diane Marshall shall not exceed the amount of Three Hundred Thousand Dollars (\$300,000.00).

4. Any award in the amount of zero (\$0.00) shall be interpreted to be in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

Any award in excess of \$300,000.00 shall be interpreted to be in the amount of \$300,000.00.

April 25

929

2007

There shall be no costs, fees, attorney fees or interest taxable with respect to the award rendered by the arbitrators.

The award of the arbitrators shall represent a full and final settlement of any amounts due and owing to Diane Marshall for any and all claims arising out of the incident which occurred on or about October 24, 2005 at or near East Warren Avenue at St. Antoine; however, limited judicial review may be obtained in a Michigan Federal District Court or Michigan Circuit Court of competent jurisdiction (a) in accordance with the standards for review of arbitration awards as established by law; or (b) on the ground that the arbitrators committed an error of law.

B Promptly after the arbitrators announce their decision, the Law Department shall inform City Council in writing of that decision.

C. Upon certification by the Law Department that the arbitrators have announced a decision requiring the City to pay part or all \$300,000.00 to Diane Marshall, the Finance Director is authorized to issue a draft drawn upon the proper account in favor of Robert S. Drazin & Associates, P.L.L.C., her attorneys, and Diane Marshall, in the amount of the arbitrators' award, but said draft shall not exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00)

Approved:

JOHN E. JOHNSON, JR.

Corporation Counsel

By: BRENDA E. BRACEFUL

Deputy Corporation Counsel

Adopted as follows:

Yeas — Council Members S. Cockrel, Collins, Jones, Kenyatta, Reeves, Tinsley-Talabi, Watson, and President K. Cockrel, Jr. — 8.

Nays — None.

Law Department

April 11, 2007

Honorable City Council:

Re: Samie Olive vs. Sgt. Gordon Moore
Case No.: 05-502592 NO File No.:
A370000-005228 (MRJ)

On February 14, 2007, your Honorable Body passed a Resolution permitting the Law Department to agree to binding arbitration in the above-captioned lawsuit. A copy of the Resolution, as published, is attached hereto. The City Council through Paragraph B of said Resolution directed to Law Department to inform it as to the outcome of the arbitration. This letter is our compliance with that directive.

According to the Arbitration Award, which is attached hereto, the City must make payment to the Plaintiff as follows:

Posner, Posner & Posner Attys & Samie Olive in the amount of Two

Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00).

Respectfully submitted,

FRANK E. BARBEE

Chief Assistant

Corporation Counsel

Received and placed on file.

Buildings and Safety Engineering Department

April 13, 2007

Honorable City Council:

Re: 5011 N. Campbell #101-102, Emergency Demolition

The building at the above location was recently found to be extensively fire damaged and structurally unsafe to the point of near collapse.

Our records indicate that building #101 was ordered removed by Council on October 1, 2001; and this is the initial complaint for building #102

It is our opinion that there is an actual and immediate danger affecting the health, safety and welfare of the public. Therefore, under the authority of Ordinance 290-H, we are taking emergency measures to have this building or portions thereof removed with the cost assessed against the property

By copy of this letter, we will notify all utility companies to immediately start utility disconnects

Respectfully submitted,

AMRU MEAH

Director

Buildings and Safety Engineering Department

April 13, 2007

Honorable City Council:

Re: 2672 14th, Emergency Demolition

The building at the above location was recently found to be extensively fire damaged and structurally unsafe

Our records indicate that this is the initial complaint for this location.

It is our opinion that there is an actual and immediate danger affecting the health, safety and welfare of the public. Therefore, under the authority of Ordinance 290-H, we are taking emergency measures to have this building or portions thereof removed with the cost assessed against the property.

By copy of this letter, we will notify all utility companies to immediately start utility disconnects

Respectfully submitted,

AMRU MEAH

Director

Buildings and Safety Engineering Department

April 12, 2007

Honorable City Council:

Re: 8274 Plainview, Emergency Demolition.

The building at the above location was recently found to be extensively fire damaged and structurally unsafe.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY: 711
(313) 224-1310
WWW.DETROITMI.GOV

21

June 20, 2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Amended Property Sale by Development Agreement
3119 Brush and 313 Watson, Detroit, MI 48201**

Honorable City Council:

On November 20, 2018, your Honorable Body adopted a resolution approving the sale by development agreement of certain real property at 3119 Brush and 313 Watson, Detroit, MI (the "Properties") to Brush 8 LLC, a Michigan limited liability company, for the purchase price of Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00) (the "Purchase Price"). Brush 8 LLC proposes to construct a residential development on the Properties that will include approximately 8 for sale units consistent with the current PD-H (Planned Historic District) zoning. The Historic District Commission reviewed the proposed use in October 2018 and determined that the project would have a positive effect on the Brush Park Historic District.

As part of the due diligence Brush 8 LLC has conducted on the Properties, environmental assessments have identified the unexpected existence of underground storage tanks that are now required by law to be properly removed. Brush 8 LLC still wishes to pursue their proposed development project and has agreed to conduct the tank removal/remediation at an estimated cost of \$93,680, provided that the City discount the Purchase Price by the environmental remediation costs.

We, therefore, request that your Honorable Body adopt the attached resolution that reduces the Purchase Price to \$213,320 in furtherance of the sale of the Properties.

Respectfully submitted,

Maurice D. Cox
Director

cc: Stephanie Washington, Mayor's Office

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, on November 20, 2018, Detroit City Council adopted that certain resolution (the “Resolution”) approving the sale by development agreement of certain real property at 3119 Brush and 313 Watson, Detroit, MI (the “Properties”), as more particularly described in the attached Exhibit A incorporated herein, to Brush 8 LLC, a Michigan limited liability company, for the purchase price of Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00) (the “Purchase Price”);

WHEREAS, the subsequent environmental due diligence conducted on the Properties has identified the existence of underground storage tanks that are required to be removed at a removal/remediation cost of Ninety Three Thousand Six Hundred Eighty and 00/100 Dollars (\$93,680.00) (the “Remediation Costs”);

WHEREAS, the City wishes to discount the Purchase Price by the amount of the Remediation Costs in furtherance of the remediation, sale and development of the Properties; now therefore be it

RESOLVED, that the Resolution is hereby amended such that the City is authorized to sell the Properties to Brush 8 LLC for the revised Purchase Price of Two Hundred Thirteen Thousand Three Hundred Twenty and 00/100 Dollars (\$213,320.00) and be it finally

RESOLVED, that the Director of the Planning and Development Department (“P&DD”), or his authorized designee, is authorized to execute a quit claim deed to the Properties, as well as execute such other documents as may be necessary or convenient to effect the transfer of the Properties to Brush 8 LLC consistent with the Resolution as amended by this resolution.

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

Parcel 1

N WATSON REAR N 75 FT OF LOT 1 BLK 8 BRUSH SUB L3 P24 PLATS, WCR 1/48 60
IRREG

a/k/a 3119 Brush
Tax Parcel ID 01000772.

Parcel 2

N WATSON S 75 FT OF LOT 1 BLK 8 BRUSH SUB L3 P24 PLATS, WCR 1/48 60 IRREG

a/k/a 313 Watson
Tax Parcel ID 01000771.



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY: 711
(313) 224-1310
WWW.DETROITMI.GOV



June 20, 2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Notice of Short Term Lease Agreement
Lease of Portion of 20110 Woodward Avenue to Shooterz, LLC**

Pursuant to the Sec. 14-8-2(e) of the Detroit City Code, please find attached a copy of a short term lease the Planning & Development Department has entered into at the address and with the lessee stated above.

Respectfully Submitted,

Maurice D. Cox
Director

Attachment

CITY CLERK 2019 JUN 25 PM 1:23

SHORT TERM LEASE AGREEMENT
("Lease")

Lessor: City of Detroit, Planning & Development Department ("Lessor")
2 Woodward Avenue, Suite 808
Detroit, MI 48226

Lessee: Shooterz, LLC ("Lessee")
24600 Hallwood Ct.
Farmington Hills, MI 48335
Dave Krieger
(313) 655-0777

Property: Portion of 20110 Woodward Avenue consisting of only the interior of the building on site known as the Coliseum Annex ("Property")

RECITALS:

- A. The City of Detroit is the owner of the Property; and
- B. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Property; and
- C. The Property will be used by the Lessee for the specific purpose of filming for product promotional/marketing purposes; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Premises. Lessor does, subject to the terms, covenants, agreements and considerations enumerated in this Lease, hereby let the Property to the Lessee.
- 2. Lease Term. The term of this Lease shall be for one (1) day, which is June 13, 2019 ("Lease Term").
- 3. Rent. The Lessee shall pay a flat rental fee of One Thousand and 00/100 Dollars (\$1,000.00) to the Lessor as rent for the Property.
- 4. Use. The Lessee shall use the Property to film for certain product promotional/marketing purposes. Lessor makes no representations or warranties to Lessee whatsoever, including whether the Property is suitable for any purpose or in compliance with applicable laws, including building codes and zoning regulations.

The Lessee, having inspected the Property, acknowledges and agrees that the Property is provided by Lessor for use in an "as is" condition.

The Lessee acknowledges that it must also secure all other building permits or other approvals that may be required by the City of Detroit, if any, for the intended use of the Property allowable under this Lease.

5. Indemnification. The Lessee agrees that the City of Detroit assumes no responsibility for any loss arising out of or because of the Lessee's use and/or occupancy of the Property. The Lessee agrees at its own expense to defend, indemnify, save and hold harmless the City of Detroit, its officers, employees and agents against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City of Detroit or Lessee by reason of or resulting from the Lessee's operation and use of the Property, including, without limitation, any of the following occurring during the Lease Term:
- (a) any work, act, error, omission or thing done in or about the Property, any part thereof or affecting same, by Lessee, its agents, subcontractors, employees, licensees or invitees, or any entities associated, affiliated or subsidiary to Lessee (herein collectively called "Associates");
 - (b) any use, nonuse, possession, occupation, condition, operation, maintenance or management of the Property or any part thereof or any street, alley sidewalk, curb, passageway or space adjacent thereto, or of Lessee equipment;
 - (c) any negligent or tortious act or omission of Lessee or Lessee's Associates;
 - (d) any accident, injury or damage to any person or property occurring on the Property;
 - (e) any failure by Lessee to perform its obligations under this Lease; and
 - (f) any loss or expense incurred by an employee of the Lessor which arises out of or pursuant to the Lessee's performance under this Lease.

The Lessee shall indemnify Lessor for all costs and expenses, including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants, incurred by the Lessor in obtaining possession upon the earlier termination of the Lease Term due to Lessee's abandonment or in enforcing any obligation of Lessee under this Lease.

The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee under worker's compensation acts or other employee benefit acts.

6. The Lessee shall maintain, at its sole expense, during the Lease Term the following insurance coverage:

- A. Worker's Compensation Insurance for employees. Such policy shall meet Michigan's Statutory Requirements and Employer's Liability Insurance with minimum limits of \$500,000.00
- B. Comprehensive General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit, each occurrence, \$2,000,000.00 aggregate for bodily injury and property damage. Said policy shall name the City of Detroit as additional insured, and shall, to extent obtainable be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City of Detroit. The certificate of insurance should be endorsed to provide thirty (30) days notice of cancellation.
- B. The occupant will provide automobile liability insurance covering all owned, hired and non-owned vehicles with Michigan No-Fault coverage plus residual liability coverage with a minimum combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage.

A certificate of insurance evidencing the above coverage must be submitted to the Lessor prior to Lessee's occupancy of the Property.

In addition, any contractor or agent entering upon the Property shall also be required to maintain insurance in the amounts stated above, naming the City of Detroit as an additional insured. Proof of such insurance shall be provided to the City of Detroit prior to entry on the Property.

- 7. Lessee agrees that it is its responsibility and not the responsibility of the Lessor to safeguard property and any materials that Lessee owns, leases or otherwise uses while using the Property under this Lease. Lessee agrees to hold the Lessor harmless for any lost business or other loss, damage or destruction of such property and material, including, but not limited to, any loss or damage that is occasioned by the acts or omissions of persons occupying or utilizing the Property, the adjoining premises or any part of the premises adjacent to or connected to the Property.
- 8. The Lessee agrees to keep the Property in good repair during the Lease Term. The Lessee shall not cause waste or damage to the Property. If the Property shall become damaged as a result of the Lessee's use, the Lessee shall be responsible for repairing such damage at the Lessee's sole cost. If the Property should become untenable and the Lessor determines that repairs are not economical, the Lessee agrees to vacate the Property.

The Lessee shall not alter the Property in any manner. At the end of the Lease Term, the Lessee shall restore the Property to its original condition prior to the start of the Lease unless otherwise noted herein.

- 9. The Lessee agrees not to assign the Lease, nor rent or sublet the Property.

10. The Lessee agrees that the City of Detroit has the right to enter into and upon the Property during reasonable hours for the purposes of examination and inspection, subject to Section 23 herein.
11. The Lessee shall make no permanent changes, additions, alterations or leasehold improvements of any nature whatsoever in or to the Property or any part thereof.
12. The Lessee shall not commit or suffer to be committed any waste upon the Property, and shall not place a load, machinery, or equipment upon the Property which exceeds the load per square foot area which such area was designed to carry. Lessee shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any person of an adjoining property.
13. Lessee shall not use, store, or dispose of any hazardous substances upon the Property, except use and storage of such substances if they are customarily used in Lessee's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances mean any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.
14. If Lessee retains possession of the Property or any part thereof after the termination of this Lease by lapse of time or otherwise, Lessee, with the written permission of the Lessor, shall continue its tenancy from day to day until Lessor serves a Notice to Quit upon the Lessee. However, the Lease Term shall in no way exceed 30 days total. Rent for additional days past the expiration of the Lease Term shall be charged at One Thousand and 00/100 Dollars (\$1,000.00) per day.

The provisions of this Section 14 shall not be deemed to limit or exclude any of the Lessor's rights of reentry or any other right granted to Lessor according to the terms of this Lease or under law.
15. Liens and Taxes. Lessee shall keep the Property free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee. Lessee will pay when due all taxes assessed specifically against Lessee for Lessee's personal property or equipment used in connection with this Lease.
16. The Lessee agrees to comply with all federal, state and local laws, including zoning. Additionally, the Lessee shall be responsible for any and all permits and/or licenses that may be required for the Lessee to utilize the Property in the manner allowed in this Lease.
17. The Lessee shall not be in default to the City of Detroit.
18. This instrument contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither Lessee, the Lessee's agents, Lessor nor the Lessor's agents have made any representations or warranties with respect to the Property

or this Lease, except as expressly set forth herein. No rights or remedies are or shall be acquired by Lessee or Lessor by implication or otherwise unless expressly set forth herein.

19. The Lease shall not be recorded by Lessee without the prior written approval of Lessor.
20. The Lessee warrants that it is currently authorized to do business in the State of Michigan.
21. All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made by Lessee in connection with its use of the Property ("Footage") shall be and remain the sole and exclusive property of Lessee, including, without limitation, the perpetual and irrevocable right and license to use and re-use the Footage in connection with any motion pictures as Lessee shall elect, and in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe.
22. This Lease may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Lessor shall transmit to the Lessee a conformed copy of this Lease.
23. Either party may terminate this Lease at their convenience at any time during the Lease Term by giving a written Notice of Termination at least five (5) days before the effective date thereof. In the event Lessor terminates this Lease prior to the expiration of the Lease Term, the Lessor shall return a prorated share of the rent for each unused day remaining in the Lease Term.
24. This Lease is intended to be a short term lease authorized by the Detroit City Code Section 14-8-2, which charge rent of less than \$25,000 and include a term of no more than one month. This Lease may not be renewed or extended such that the aggregate Term is longer than one month without prior separate and specific City Council approval.

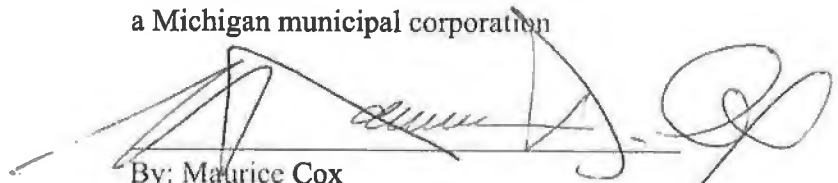
[This space intentionally left blank]

The Lessor and Lessee, by and through their duly authorized officers and representatives, have executed this Lease as of the date first above written.

LESSOR:

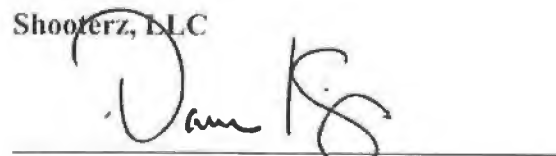
City of Detroit

a Michigan municipal corporation


By: Maurice Cox
Its: Director, Planning & Development Dept.

LESSEE:

Shooterz, LLC


Printed Name: Dave Krieger
Its: Producer

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

Finance Director

Approved as to form in accordance with § 7.5-206 of the 2012 City of Detroit Charter.

Supervising Assistant Corporation Counsel

THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE CITY OF DETROIT, LAW



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

23

June 21, 2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

RE: Property Sale
703 S Green, Detroit, MI 48209

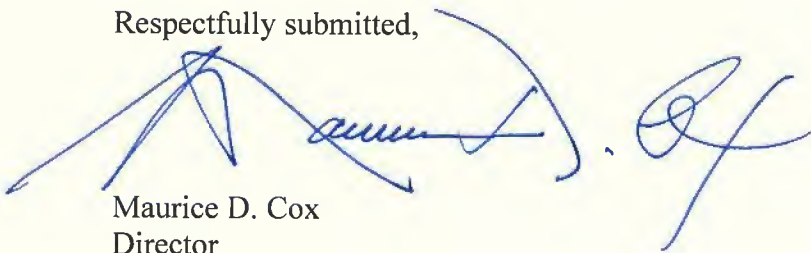
Honorable City Council:

The City of Detroit, Planning and Development Department has received an offer from Ann Arnold (the "Purchaser") to purchase certain City-owned real property at 703 S. Green, Detroit, MI (the "Property"). The P&DD entered into a purchase agreement, dated February 25, 2019, with the Purchaser. Under the terms of the proposed Purchase Agreement, the property will be conveyed to the purchaser for the purchase price of One Thousand One Hundred Fifty and 00/100 Dollars (\$1,150.00).

The Purchaser owns the adjacent parcel located at 709 S. Green, and proposes to purchase the property as a side lot. Currently, 703 S. Green is within an R2 zoning district (Two-Family Residential District). Purchaser's use of the Property shall be consistent with the allowable uses for which the Properties are zoned.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to Ann Arnold.

Respectfully submitted,



Maurice D. Cox
Director

cc: Stephanie Washington, Mayor's Office

CITY CLERK 2019 JUN 25 10:02 AM

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 703 S Green, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Ann Arnold (the "Purchaser") for the purchase price of One Thousand One Hundred Fifty and 00/100 Dollars (\$1,150.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and such other documents necessary or convenient to effect transfer of the Property to the Purchaser consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Sixty Nine and 00/100 Dollars (\$69.00) shall be paid to the DBA from the sale proceeds, 2) Fifty Seven and 50/100 Dollars (\$57.50) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

EXHIBIT A

LAND IN THE CITY OF DETROIT, COUNTY OF WAYNE AND STATE OF MICHIGAN BEING:

E S GREEN LOT 67 FAULCONER & BOYNTONS SUB L19 P85 PLATS, W C R 18/45 30 X 109.9

DESCRIPTION CORRECT

BY 
ENGINEER OF SURVEYS

A/K/A 703 S. GREEN 10C
WARD 18 ITEM 0008850



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY: 711
(313) 224-1310
WWW.DETROITMI.GOV

24

June 17, 2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Property Sale
4190 Bellevue, Detroit, MI 48207**

Honorable City Council:

The City of Detroit, Planning and Development Department ("P&DD") has received an offer from Yvonne Willis (the "Purchaser"), to purchase certain City-owned real property at 4190 Bellevue, Detroit, MI (the "Property") for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00).

The purchaser owns two adjacent lots at 4194 and 4196 Bellevue, on which they operate an urban farm. Purchaser intends to utilize the property as a green space to support their green storm water infrastructure located on the adjacent parcels. 4190 Bellevue is located in an M3 zoning district (General Industrial District). Purchaser's use of the Property as a green space for their urban farm is a conditional use which shall require the purchaser to obtain approval in order to utilize the property as they intend. The Purchaser shall apply for and obtain rezoning of the Property or a special or conditional use permit or variance regarding the Property prior to closing and the consummation of this sale.

We request that your Honorable Body adopt the attached resolution to authorize the Director of P&DD to execute a deed and such other documents as may be necessary or convenient to effect a transfer of the Property by the City to Yvonne Willis.

Respectfully submitted,

Maurice Cox
Director

cc: Stephanie Washington, Mayor's Office

CITY CLERK 2019 JUN 18 PM 01:50

RESOLUTION

BY COUNCIL MEMBER: _____

NOW, THEREFORE, BE IT RESOLVED, that Detroit City Council hereby approves of the sale of certain real property at 4190 Bellevue, Detroit, MI (the "Property"), as more particularly described in the attached Exhibit A incorporated herein, to Yvonne Willis (the "Purchaser"), for the purchase price of One Thousand and 00/100 Dollars (\$1,000.00); and be it further

RESOLVED, that the Director of the Planning and Development Department, or his authorized designee, is authorized to execute a quit claim deed and other such documents necessary or convenient to effect transfer of the Property to the purchaser consistent with this resolution; and be it further

RESOLVED, that the following Property Sales Services Fees be paid from the sale proceeds pursuant to the City's Property Management Agreement with the Detroit Building Authority ("DBA"): 1) Sixty and 00/100 Dollars (\$60.00) shall be paid to the DBA from the sale proceeds, 2) Fifty and 00/100 Dollars (\$50.00) shall be paid to the DBA's real estate brokerage firm from the sale proceeds and 3) customary closing costs up to Two Hundred and 00/100 Dollars (\$200.00) shall be paid from the sale proceeds; and be it further

RESOLVED, that the P&DD Director, or his authorized designee, is authorized to execute any required instruments to make and incorporate technical amendments or changes to the quit claim deed (including but not limited to corrections to or confirmations of legal descriptions, or timing of tender of possession of particular parcels) in the event that changes are required to correct minor inaccuracies or are required due to unforeseen circumstances or technical matters that may arise prior to the conveyance of the Property, provided that the changes do not materially alter the substance or terms of the transfer and sale; and be it finally

RESOLVED, that the quit claim deed will be considered confirmed when executed by the P&DD Director, or his authorized designee, and approved by the Corporation Counsel as to form.

(See Attached Exhibit A)

EXHIBIT A

LEGAL DESCRIPTIONS

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

E BELLEVUE E 20 FT LOTS 5 THRU 19 AND VAC N 13 FT STUART ADJ GEORGE BLOSS
SUB L18 P7 PLATS, W C R 15/131 E 20 FT OF S 34.38 FT LOT 8 SUB OF LOTS 2 & 3
BEAUFIT FARM L52 P192 DEEDS, W C R 15/43 9,957 SQ FT

a/k/a 4190 Bellevue
Tax Parcel ID 15013180-9

Description Correct
Engineer of Surveys

By: _____
Basil Sarim, P.S.
Professional Surveyor
City of Detroit/DPW, CED



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

25

June 17, 2019

Detroit City Council
2 Woodward Avenue
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Transfer of Jurisdiction / Surplus of Real Property
4190 Bellevue, Detroit, MI 48207**

Honorable City Council:

The City of Detroit, Parks and Recreation Department ("PRD") has recently requested that the Finance Department transfer jurisdiction of certain City-owned real property at 4190 Bellevue, Detroit, MI (the "Property") to the Planning and Development Department ("P&DD") to administer as surplus real property.

The Property is currently zoned M3 / General Industrial District and contains approximately .229 acres of vacant land formerly a part of the Mack-Concord Conservation project, an urban renewal project undertaken by the City during the 1960s. In 2017, the vacant land was surplus and PRD determined it no longer had a need for it. P&DD intends to assume jurisdictional control over the Property for sale to Yvonne Willis for use as a green space which would function as an addition to their urban farm.

Pursuant to Sec. 14-8-3 of the Detroit City Code, it is hereby requested by the Finance Department that Detroit City Council approve the transfer of jurisdiction over the Property to P&DD. Additionally, pursuant to Sec. Sec. 14-8-4, it is hereby requested by P&DD that the Property be deemed surplus and available for sale.

Respectfully submitted,

OFFICE OF THE CHIEF FINANCIAL OFFICER /
FINANCE DEPARTMENT

PLANNING & DEVELOPMENT DEPARTMENT


John Naglick
Chief Deputy CFO / Finance Director


Maurice D. Cox
Director

cc: S. Washington (Mayor's Office), M. Langston (HRD), J. Bryant (DBA)

CITY CLERK 2019 JUN 18 10:57

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the Parks and Recreation Department (“PRD”) has jurisdiction over certain City of Detroit real property located at the address of 4190 Bellevue, Detroit, MI (the “Property”) as further described in the attached Exhibit A; and

WHEREAS, PRD has requested that the Finance Department transfer jurisdiction of the Property to the Planning & Development Department to administer as surplus real property; and

WHEREAS, the Planning & Development Department deems the Property not essential to the City and therefore requests that the real property be deemed surplus and be offered for sale/lease; now therefore be it

RESOLVED, that in accordance with § 14-8-3 of the Detroit City Code, Detroit City Council hereby approves the transfer of jurisdiction of the Property from the Parks and Recreation Department to the Planning & Development Department; and be it further

RESOLVED, that in accordance with § 14-8-4 of the Detroit City Code, Detroit City Council hereby deems the Property surplus real property that may be offered for sale/lease by the Planning & Development Department.

EXHIBIT A

LEGAL DESCRIPTION

Property situated in the City of Detroit, Wayne County, Michigan, described as follows:

E BELLEVUE E 20 FT LOTS 5 THRU 19 AND VAC N 13 FT STUART ADJ GEORGE BLOSS
SUB L18 P7 PLATS, W C R 15/131 E 20 FT OF S 34.38 FT LOT 8 SUB OF LOTS 2 & 3
BEAUFIT FARM L52 P192 DEEDS, W C R 15/43 9,957 SQ FT

a/k/a 4190 Bellevue
Tax Parcel ID 15013180-9



CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

JUN 21 2019

2761

COLMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY: 711
(313) 224-1310
WWW.DETROITMI.GOV



June 13, 2019

TO: The Honorable Detroit City Council

RE: **Request to Accept, Appropriate, and Expense Detroit Public Schools Community District Funds for the Assessment of 29 Historic-Age Vacant School Buildings**

The Detroit Public Schools Community District (DPSCD) has requested a partnership with the City of Detroit Planning and Development Department (PDD) to assess 29 Historic-Age Vacant DPSCD-owned School Buildings. DPSCD has agreed to provide PDD a total of \$223,532.00 for the completion of this assessment.

These funds will be combined with \$500,000.00 in City funds (funded by CDBG Community Development Block Grant), currently allocated to complete assessment of the 43 Historic-Age Vacant City-owned School Buildings, into a single contract. The total combined assessment project cost is estimated at \$723,532.00.

The funding will be used to hire a third party vendor for the development and completion of a comprehensive building condition and market study on the redevelopment potential of the approximately 70 Vacant School Properties owned by the City and DPSCD. The vendor will be selected by the City's procurement process. Scope of work will include community engagement and the development of a strategy for recommended disposition. The study will also provide documentation for compliance with Section 106 of the National Historic Preservation Act.

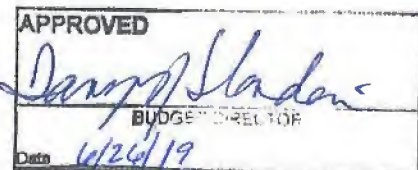
If approval is granted to accept, appropriate, and expense this funding, the appropriation number is 20645 totaling \$223,532.00. A copy of the signed Partnership Agreement is attached.

I ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Maurice D. Cox
Director, Planning and Development Department

CC: City Clerk
Eunice Williams, Departmental CFO
Katerli Bounds, Deputy Director-Grants
Sajjiah Parker, Assistant Director-Grants
Garrick Landsberg, Director-Historic Preservation



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Planning and Development Department (PDD) is requesting authorization to accept project related funds from Detroit Public Schools Community District (DPSCD) in the amount of \$223,532.00, which will be combined with \$500,000.00 in CDBG City funds, \$64,486.54 in appropriation 14027 and \$435,513.46 in appropriation 13169, to jointly produce a single contract to mitigate the negative impacts of the vacant school properties on neighborhoods; and

WHEREAS, this request has been approved by the Law Department; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20645, in the amount of \$223,532.00, for the Detroit Public Schools Community District Funds for the Assessment of Historic-Age Vacant School Buildings project.

**PARTNERSHIP AGREEMENT
BETWEEN
THE CITY OF DETROIT
AND
DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT
FOR THE
ASSESSMENT OF 72 HISTORIC-AGE VACANT SCHOOL BUILDINGS**

This Partnership Agreement ("Agreement") is entered into by and between the CITY of DETROIT, a Michigan municipal corporation acting through its PLANNING AND DEVELOPMENT DEPARTMENT, located at the Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 808, Detroit, Michigan 48226 ("CITY") and the DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT, a Michigan public body corporate located at 3011 West Grand Boulevard, Detroit, Michigan 48202 ("DPSCD") for the purpose of providing for the assessment of seventy-two vacant school buildings located in the City of Detroit. The CITY and DPSCD may each be referred to herein as a "Party" or collectively as the "Parties" to this Agreement, as applicable.

RECITALS

Whereas, the CITY in 2014 acquired from DPSCD, and currently retains ownership of, 77 properties including 43 historic-age vacant school properties, a majority of which in 2009 were determined as eligible for listing on the National Register of Historic Places ("NRHP"); and

Whereas, DPSCD currently owns 29 historic-age vacant school properties; and

Whereas, the 72 CITY-owned and DPSCD-owned historic-age vacant school properties (collectively, the "Vacant School Properties") are centrally located in residential neighborhoods but are in generally poor condition and typically represent the most prominent sources of blight within their adjacent environs; and

Whereas, the CITY and DPSCD each desires to mitigate the negative impacts of the Vacant School Properties on their neighborhoods by identifying which of the Vacant School Properties can be repurposed so as to eliminate blight, catalyze their immediate environs, stimulate economic activity, and improve the quality of life in the communities in which they are located; and

Whereas, in order to achieve their mutually desired outcomes, the CITY and DPSCD seek to commission an assessment of the Vacant School Properties, including production of due diligence documentation for the 43 CITY-owned Vacant School Properties, as may be required by the Michigan State Historic Preservation Office ("SHPO"), in accordance with Section 106 of the National Historic Preservation Act of 1966 ("NHPA");

that pertain to one or more of the Vacant School Properties. Such materials may include, but are not limited to, plans and elevations, previous assessments and disposition plans, notes from previous field reconnaissance, and data and literature pertaining to the historic nature of the Vacant School Properties. The CITY and DPSCD will each provide the Vendor with access to such materials, and will make available appropriate personnel to manage and support the Vendor's collection and review of such materials pertaining to any of the Vacant School Properties.

Section 5: Access to Vacant School Properties. Each Party understands and acknowledges that, as a necessary part of its scope of work to perform assessments of the Vacant School Properties, the Vendor will need physical access to the Vacant School Properties in order to perform field reconnaissance. The CITY and DPSCD will each provide the Vendor with reasonable access to enter those Vacant School Properties that it owns and to perform all necessary work within its scope of work. The exact scope of access necessary at each Vacant School Property is subject to determination by the Vendor based on the scope of the Deliverables required for the Vacant School Property under Section 7 of this agreement, on a property-by-property basis, and may include access to the interior spaces, exterior facades, and roofs of buildings. Each Party may provide such access subject to its standard procedures, terms, and conditions under which it ordinarily provides rights of entry to properties that it owns, and may in its own discretion limit the Vendor's access to customary business hours, but must not deny or unreasonably limit the Vendor's access to any Vacant School Property or prevent the Vendor from completing its necessary work.

Section 6: Community Engagement. Each Party understands and acknowledges that the assessment of the Vacant School Properties will involve some degree of community outreach and engagement, as well as responses to inquiries from the press, interested stakeholders, and other members of the public. The CITY, through its Department of Neighborhoods ("DON") will assume responsibility for managing the logistics and administration of all such engagement and communications. As part of that effort, the CITY will coordinate with DPSCD as reasonably necessary and convenient on a case-by-case basis. However, the CITY will refrain from conducting any community outreach or engagement wholly on DPSCD's behalf or responding to inquiries regarding DPSCD-owned Vacant School Properties in any manner other than as directed by DPSCD. DPSCD will make appropriate personnel available to coordinate with the CITY in such efforts, including community engagement efforts and inquiries related to DPSCD-owned Vacant School Properties.

Section 7: Deliverables. The CITY will require the Vendor to prepare and produce certain reports, plans, data, and other deliverable work product (collectively, "Deliverables"). Such Deliverables may include, but are not limited to:

- Site plans and maps for each Vacant School Property;
- Basic market study report and analysis for each Vacant School Property;
- Reconnaissance-level facility condition assessment report for each DPSCD-owned Vacant School Property;
- Intensive-level facility condition and historic assessment report for each CITY-owned Vacant School Property;
- Completed NRHP documentation forms for each CITY-owned Vacant School Property that is determined by the Vendor to be "viable" and NRHP-eligible; and
- Final disposition strategy reporting for each Vacant School Property.

person having any such interest, which would conflict in any manner or degree with the performance of this Agreement.

Section 15: Effective Date, Term, and Termination. This Agreement is effective upon its execution by an authorized representative of each of the Parties, approval by the City of Detroit Law Department, and adoption by resolution of the Detroit City Council, approved by the Mayor of the City of Detroit, in accordance with the terms of the 2012 City Charter ("Effective Date"). This Agreement will be effective for a term commencing on the Effective Date and continuing until provision by the CITY of the Deliverables to DPSCD under Section 7, herein, but in no case less than two years (the "Term"), unless earlier terminated as set forth in this Agreement.

This Agreement can be terminated for cause by either Party upon a finding of material breach and failure to cure such breach by the other Party. If a Party determines that the other Party is in material breach of this Agreement, it may provide written notice of such determination that other Party. The breaching Party will have thirty (30) days after such written notice to cure the breach. If the breaching Party fails to timely cure, the Party not in breach may terminate this Agreement, effective fifteen (15) days after giving notice of termination to the breaching Party. For purposes of this Agreement, a material breach by either Party consists of that Party's failure to comply with the terms of this Agreement in such a manner so as to substantively undermine the Parties' ability to perform their responsibilities under this Agreement.

This Agreement can be terminated without cause by mutual agreement of the Parties. Such mutual agreement must be in writing and executed by both Parties, and is effective fifteen (15) days following the date of its execution by both Parties.

Upon the expiration or termination of this Agreement, each Party will wind down its activities under this Agreement so as to reasonably minimize the inconvenience to the other Party. Among other wind down activities, the CITY will wind down its engagement with the Vendor and refund any unspent balance in the Account to DPSCD in accordance with the process set forth in Section 2, herein.

Section 16: Amendments. No amendment to this Agreement will be effective unless it is in writing, expressly makes reference to this Agreement, and is executed by a duly authorized representative of each Party, all subject to the same approvals by which this Agreement may become effective, as set forth in Section 15, herein.

Section 17: Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this Partnership Agreement by either Party will be given in writing, signed by an authorized representative of the Party, and hand delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to CITY: Detroit Planning and Development Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Attention: Jennifer Ross, Director, Historic District Commission
Email: Rossj@detroitmi.gov

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below, to be effective as of the Effective Date.

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT,
a Michigan public body corporate

By: [Signature]
Name: Nikolai Vitt
Its: Superintendent
Date: 4/18/2019

CITY OF DETROIT,
a Michigan municipal corporation

By: [Signature]
Name: Maurice D. Cox
Its: Planning Director
Date: 4/24/2019

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON _____

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 7.5-206 OF
THE CHARTER OF THE CITY OF DETROIT

Corporation Counsel Date

**THIS AGREEMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**